

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: October 15, 2019

Open Public Meetings Statement by
Mayor Suarez

Public Session to Adjourn to C.T.O.: 6:30 P.M.
Executive Session: Adjourn: 6:32 P.M.

Mayor Suarez – Adjournment into closed Executive
Session in accordance with the “Open Public Meetings Act”

Executive Session: 6:30 P.M. C.T.O.: 6:33 P.M.
Adjourn: 7:18 P.M.

Public Session: 7:30 P.M. C.T.O.: 7:30 P.M.
Adjourn: 7:45 P.M.

Pledge of Allegiance

Invocation

Citizens Comment on Agenda: NONE

Correspondence: NONE

Approval of Minutes of September 23, 2019 Public Session Meeting - APPROVED

As advertised, hearing will be held on Ordinance No. 2367 entitled, “AN ORDINANCE AMENDING ARTICLE XXIII, WILLIS FIELD PARKING LOT AND EVENT OVERFLOW PARKING AREA OF CHAPTER 375 OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

ROLL CALL-PUBLIC SESSION

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez		X		X
Castelli	X		X	
Penabad	X		X	
Shim	X		X	
Jimenez	X		X	
Kontolios	X		X	
Larkin		X		X

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		X
Castelli	X	
Penabad	X	
Shim	X	
Jimenez	X	
Kontolios	X	
Larkin		X

Roll Call

As advertised, hearing will be held on Ordinance No. 2368 entitled, “BOND ORDINANCE PROVIDING FOR VARIOUS 2019 CAPITAL IMPROVEMENTS, BY AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY; APPROPRIATING \$2,350,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$2,238,094 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF”

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2369 entitled, “AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING HANDICAPPED PARKING SPACES”

First Reading of Ordinance

Roll Call

CONSENT AGENDA:

252-2019	Councilman Jimenez	Tax Appeal Settlement-Block 4014, Lot 9, Qual. HM
253-2019	Councilman Castelli	Limousine License –Garcia
254-2019	Councilman Penabad	Appoint Per-Diem Fire Inspector-Scheideler
255-2019	Mayor Suarez	Appoint Anti-Bullying Committee Chairperson
256-2019	Councilman Jimenez	Redemption of Tax Title Lien #18-008
257-2019	Councilman Jimenez	Caulfield Associates Professional Service Agreement
258-2019	Councilman Penabad	Hire P/T Clerical-K. Bonaguaro

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

RESOLUTIONS:

259-2019	Councilman Jimenez	Warrants
260-2019	Councilman Castelli	Authorize Matrix New World Engineering Land Surveying and Landscape Architecture, P.C.

COMMENTS BY MAYOR:

New Jersey State Firemen's Association Membership Application:

Daniel Burgos 8200 Boulevard East North Bergen Company No. 1	APPROVED
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Coin Toss Request:

RMHS Class of 2020 October 26, 2019; Rain Date: October 27, 2019	APPROVED
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COMMENTS BY COUNCIL:

COMMENTS BY ADMINISTRATOR:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Mayor Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

- _____ Personnel matters in various departments of the Borough.
- _____ Pending and Potential Litigation
- _____ Tax Court Litigation.
- _____ Potential real estate transactions in which the Borough may engage.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Penabad				
Shim				
Jimenez				
Kontolios				
Larkin				
Mayor Suarez				

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- _____ Personnel matters
- _____ Potential real estate transactions shall be disclosed to the public.
- _____ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilwoman Larkin

ORDINANCE NO. 2367

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled,

“AN ORDINANCE AMENDING ARTICLE XXIII, WILLIS FIELD PARKING LOT AND
EVENT OVERFLOW PARKING AREA OF CHAPTER 375 OF THE CODE OF THE
BOROUGH OF RIDGEFIELD”

introduced on the 23rd day of September, 2019, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 23, 2019

Presented by Councilwoman Larkin

ORDINANCE NO. 2367

“AN ORDINANCE AMENDING ARTICLE XXIII, WILLIS FIELD PARKING LOT AND
EVENT OVERFLOW PARKING AREA OF CHAPTER 375 OF THE CODE OF THE
BOROUGH OF RIDGEFIELD”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I. The existing language of Article XXIII, Willis Field Parking Lot and Event Overflow Parking Area of Chapter 375 of the Code of the Borough of Ridgefield be and hereby is amended by adding to the existing language of Section 375-75 the following:

Nothing herein shall prevent the Mayor and Council from specifically authorizing and/or licensing the use of either lot for purposes other than specified herein.

Section II. This ordinance shall take effect upon final publication according to law.

Section III. All ordinances or parts of ordinances inconsistent or in conflict with this Ordinance are hereby repealed as to said inconsistencies and conflicts.

Section IV. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance, and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section V. This Ordinance shall take effect immediately upon passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2368

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“BOND ORDINANCE PROVIDING FOR VARIOUS 2019 CAPITAL IMPROVEMENTS, BY
AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF
NEW JERSEY; APPROPRIATING \$2,350,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$2,238,094 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF
THE COST THEREOF”

introduced on the 23rd day of September, 2019, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting September 23, 2019

Presented by Councilman Jimenez

ORDINANCE NO. 2368

“BOND ORDINANCE PROVIDING FOR VARIOUS 2019 CAPITAL IMPROVEMENTS, BY
AND IN THE BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF
NEW JERSEY; APPROPRIATING \$2,350,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$2,238,094 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF
THE COST THEREOF”

BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL OF THE
BOROUGH OF RIDGEFIELD, IN THE COUNTY OF BERGEN, STATE OF NEW JERSEY (not
less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of Ridgefield, in the County of Bergen, State of New Jersey (the “Borough”). For the said improvements or purposes stated in Section 3, there is hereby appropriated the sum of \$2,350,000, which sum includes \$111,906 as the amount of down payment for said improvements or purposes required by the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the “Local Bond Law”). Said down payment is now available therefor by virtue of a provision or provisions in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet the part of said \$2,350,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$2,238,094 pursuant to the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$2,238,094 are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) <u>Administration</u> – Construction Of A New Municipal Complex – Phase II To Be Located On Shaler Boulevard; And	\$2,320,000	\$2,209,523	\$110,477	40 years
(ii) <u>Recreation Department</u> - Various Playground Improvements – Phase II, Including, But Not Limited, To Child Age-Related Structural Improvements, Safety	\$30,000	\$28,571	\$1,429	15 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
Surfacing Improvements, And Acquisition And Installation, As Applicable, Of Various Playground Equipment Including, But Not Limited To, Swing Sets, A Climbing Tower, Multipurpose Playground Sets, And A See-Saw.				
TOTALS	<u>\$2,350,000</u>	<u>\$2,238,094</u>	<u>\$111,906</u>	

(b) The aggregate estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$2,238,094.

(c) The aggregate estimated cost of said improvements or purposes is \$2,350,000, the excess amount thereof over the said estimated maximum amount of bonds or notes to be issued therefor is the down payment available for said purposes.

(d) All such improvements or purposes set forth in Section 3(a) shall include, but are not limited to, as applicable, all architectural, engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, site work, testing, debris removal and/or clean up, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

SECTION 4. In the event the United States of America, the State of New Jersey, the County of Bergen and/or a private entity make a contribution or grant in aid to the Borough, for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, the County of Bergen and/or a private entity. In the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey, the County of Bergen and/or a private entity, shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purposes. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Borough as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond

ordinance is made. Such report must include the principal amount, the description, the interest rate, and the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Capital Budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended Capital Budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs will be on file in the office of the Clerk and will be available for public inspection.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements which the Borough may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is 39.68 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$2,238,094 and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$470,000 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes or improvements hereinbefore described.

SECTION 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Borough for the payment of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Borough hereby declares the intent of the Borough to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 9 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

SECTION 10. The Borough Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The Borough Chief Financial Officer is further authorized to enter into the appropriate

undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Borough covenants to maintain the exclusion from gross income under section 103(a) of the Code of the interest on all bonds and notes issued under this ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2369

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

**“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING
HANDICAPPED PARKING SPACES”**

introduced on the 15th day of October, 2019, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 28th day of October, 2019 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Castelli

ORDINANCE NO. 2369

“AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 375-52 DESIGNATING
HANDICAPPED PARKING SPACES”

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I: Section 375-52 of the Code of the Borough of Ridgefield, entitled “Designated Areas” subpart B, be and hereby is amended by the following:

1. Removing a single handicapped parking space opposite or adjacent to 375 Bernard Place, Ridgefield, New Jersey.
2. Removing a single handicapped parking space opposite or adjacent to 542 Oakdene Avenue, Ridgefield, New Jersey.
3. Removing a single handicapped parking space opposite or adjacent to 567 Studio Road, Ridgefield, New Jersey.
4. Removing a single handicapped parking space in front of in front of 672-B Bruce Street, Ridgefield, New Jersey.
5. Removing a single handicapped parking space adjacent to 720 Bruce Street (on the east side of Bruce Street), beginning at a point 38 feet north of the northeast corner of Bruce Street and Slocum Avenue, and proceeding north a distance of 22 feet.
6. Removing a single handicapped parking space adjacent to 509 Hillside Street (on the west side of Hillside Street), beginning at a point 75 feet north of the northwest corner of Hillside Street and Edgewater Avenue and proceeding north a distance of 22 feet.

Section II: In all other respects, the terms, conditions and provisions of Section 375-52 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section IV: This ordinance shall take effect immediately upon passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri, Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 252-2019

WHEREAS, Michael A. Vespasiano, Esq., representing MAM Realty, LLC. filed a tax appeal challenging the assessment at 55 Railroad Ave., Block 4014, Lot 9, Qual. HM for tax years 2014-2018; and

WHEREAS, the original assessment in issue for the tax years under appeal was:

LAND:	\$ 795,000
IMPROVEMENTS:	\$ 3,638,900
TOTAL:	\$ 4,433,900

WHEREAS, the parties having exchanged discovery have entered into settlement discussions resulting in a proposed settlement to which taxpayer has agreed; and

WHEREAS, in light of the inherent risk and expense of Tax Court litigation, it is deemed to be in the best interest of the Borough to enter into a settlement of the pending tax appeal on the terms set forth below;

NOW, THEREFORE, BE IT RESOLVED by the Governing body that it does hereby authorize and approve a proposed settlement as follows:

1. For 2017, the assessment shall be adjusted to:

LAND:	\$ 795,000
IMPROVEMENTS:	\$ 3,455,000
TOTAL:	\$ 4,250,000
2. For 2018, the assessment shall be adjusted to:

LAND:	\$ 795,000
IMPROVEMENTS:	\$ 3,305,000
TOTAL:	\$ 4,100,000
3. Taxpayer agrees to waive statutory interest on the refunds due as a consequence of the settlement provided refunds are paid within sixty (60) days of the entry of Tax Court Judgment.
4. Special Tax Attorney is hereby authorized and directed to execute a Stipulation of Settlement for filing with the Tax Court conforming with the terms set forth above.

5. The Tax Collector is hereby authorized and directed, upon receipt of the Tax Court Judgment, to calculate the amount of the refund and cause same to be paid to the taxpayer, without statutory interest, within sixty (60) days from the date of the Tax Court Judgment.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Castelli

RESOLUTION NO. 253-2019

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield that a
Limousine License be issued to:

JUAN C. GARCIA

in accordance with Ordinance No. 1558.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Penabad

RESOLUTION NO. 254-2019

BE IT RESOLVED, that the Mayor and Council appoints

ANDREW J. SCHEIDELER

as Fire Inspector for the remainder of Calendar Year 2019.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Mayor Suarez

RESOLUTION NO. 255-2019

BE IT RESOLVED, that the Mayor and Council appoints

SARA KIM

as Chairperson of the Anti-Bullying Committee through December 31, 2020.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 256-2019

WHEREAS, Excel Realty Solutions, LLC have deposited a check in the amount of \$28,133.84 into the Suspense Account for the redemption and subsequent taxes of Tax Lien # 18-008, Block 3802 Lot 1, further known as 385 Mayer Court, sold to Clemente Enterprises, LLC and whereas \$37,500.00 was deposited into the Trust Account for the premium at the time of tax sale.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Chief Financial Officer be and he is hereby authorized to issue and sign a check in the amount of \$28,133.84 from the Suspense Account and a check for \$37,500.00 from the Trust Account.

BE IT FURTHER RESOLVED that the check in the amount of \$28,133.84 be drawn on the Borough of Ridgefield Suspense Account 01-2999 and the check in the amount of \$37,500.00 be drawn on the Borough of Ridgefield Trust Account 03-2950 and be made payable to Clemente Enterprises, LLC and be mailed to P.O. Box 141, Wyckoff, New Jersey 07481.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 257-2019

WHEREAS, there is a need in the Borough of Ridgefield for a Land Surveyor; and

WHEREAS, the Borough of Ridgefield previously circulated an informal Request for Proposal to Perform Surveying Related Work in Connection with Proposed Subdivision of Borough of Ridgefield Land; and

WHEREAS, Caulfield Associates, LLP submitted the lowest price in response to the Request for Proposal to Perform Surveying Related Work in Connection with Proposed Subdivision of Borough of Ridgefield Land; and

WHEREAS, the total amount of the contract is well below the bid threshold; and

WHEREAS, Caulfield Associates, LLP is qualified to perform this professional service; and

WHEREAS, the Borough now wishes to enter into a professional services agreement with Caulfield Associates, LLP as required by law;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached Professional Services Agreement with Caulfield Associates, LLP as required by law.
2. This contract is awarded for the following reasons: There is a need for a land surveyor within the Borough of Ridgefield; the service to be rendered constitutes a professional service as defined by New Jersey law.
3. Compensation for this position shall be as set forth in Paragraph 3 of the Professional Services Agreement attached hereto.
4. The within contract was not awarded pursuant to a "fair and open process" pursuant to the provisions of *N.J.S.A. 19:44A-20.4*, et. seq. inasmuch as the contract amount is below the threshold requirement.
5. A notice of this action shall be printed in *The Record*.

6. Funds have been certified to be available in Account No. 01-2010-20-1652-003. The award of this contract is subject to the certification of availability of funds by the Borough's Financial Officer.

7. A copy of this Resolution and a copy of the attached contract shall be made available for public inspection as required by law.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

**CONTRACT FOR PROFESSIONAL SERVICES WITH
LAND SURVEYOR**

THIS IS A CONTRACT for professional services made by and between the Borough of Ridgefield, County of Bergen, State of New Jersey, hereinafter called the "BOROUGH", and Caulfield Associates, LLP of 132 Madison Street, Hoboken, New Jersey 07030, hereinafter called the "LAND SURVEYOR".

WHEREAS, the Mayor and Council of the Borough of Ridgefield are in need for surveying services in connection with the surveying and evidential subdivision of Block 701, Lot 1; and

WHEREAS, the Mayor and Council previously conducted an informal solicitation of quotes from several land surveyors; and

WHEREAS, this Contract for Professional Services is without competitive bid as same is below the bid threshold and is one for professional services; and

WHEREAS, the LAND SURVEYOR is qualified and has submitted the lowest proposal; and

WHEREAS, it is desirable and appropriate that the parties enter into a formal contract to memorialize the rights, duties and obligations of the parties;

NOW, THEREFORE, IT IS AGREED by and between the parties, in consideration for the mutual promises and covenants contained herein, as follows:

1. **ENGAGEMENT:** The Borough hereby engages the LAND SURVEYOR to perform surveying services as set forth on the attached Request for Proposal to Perform Surveying Related Work in Connection with Proposed Subdivision of Borough of Ridgefield Land and the response to that proposal. The LAND SURVEYOR hereby accepts such engagement and agrees to provide the services required under this agreement.

2. **SCOPE OF SERVICES:** The LAND SURVEYOR shall perform all surveying services as indicated on the attached Request for Proposal to Perform Surveying Related Work in Connection with Proposed Subdivision of Borough of Ridgefield Land and the response to that proposal.

3. **PAYMENT FOR SERVICES:** The LAND SURVEYOR will be compensated for the above categories of work by payment of a flat fee of \$9,450 as set forth in the contract; appearances before the Planning Board shall be billed at an additional amount of \$190 per hour.

4. **ENGAGING OTHERS:** Nothing in this agreement shall prohibit the BOROUGH from engaging other land surveyors for specific matters if in the opinion of the Mayor and Council such is necessary.

5. **FAIR AND OPEN PROCESS:** This contract is not awarded pursuant to a fair and open process pursuant to the provisions of *N.J.S.A. 19:44A-20.5*, et. seq. in as much as it is below the threshold amount.

6. INCORPORATION OF CERTAIN PROVISIONS:

A. The parties to this agreement agree to incorporate into same the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Department of the Treasury, pursuant to P.L. 1975, c.127, as amended and supplemented from time to time, and the LAND SURVEYOR agrees to fully comply with the terms, provisions and obligations of said regulation, provided that said subsection shall be applied subject to the terms of subsection 3.4(d) of said regulations.

B. The parties to this agreement agree to incorporate into same the mandatory language of section 5.3 of the Regulations promulgated by the Department of the Treasury pursuant to P.L. 1975, c.127 as amended and supplemented from time to time and the LAND SURVEYOR agrees to comply fully with the terms, provisions and obligations of said regulation.

7. COUNTERPARTS: The parties agree that this contract may be signed in separate counterparts, the effect of which will be the same as if one original were signed by both parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year affixed next to their respective signatures.

DATE:

BOROUGH OF RIDGEFIELD

By: _____
Anthony R. Suarez, Mayor

ATTEST:

Linda M. Silvestri, Borough Clerk

CAULFIELD ASSOCIATES, LLP

WITNESS:

DATE:

By: _____
Joseph T. Caulfield, Esq., PLS



CAULFIELD ASSOCIATES, LLP.

PROFESSIONAL LAND SURVEYORS

132 MADISON STREET
HOBOKEN, NEW JERSEY 07030

Telephone: (201) 792-0445

FAX: (201) 792-7714

www.surveyornj.com

May 24, 2019

HAND DELIVERED

Borough Clerk
Borough of Ridgefield
604 Broad Avenue
Ridgefield, NJ 07657

Re: *Proposed Subdivision*
Block 701, Lot 1
Borough of Ridgefield, NJ

Dear Sir:

We are writing in response to the Borough's Request for Proposal to perform surveying related work in connection with a proposed subdivision of the above referenced matter. Although the proposal we are responding to indicated that the date for the response was "May 26, 2016," we are submitting this today on the instructions of Stephen Pellino, Esq., the Borough attorney, as relayed by the Borough's title insurance company.

The site is presently vacant and heavily wooded. It backs up to Lots 2, 4-11, in Block 701. In order to provide you with a succinct proposal, we conducted some preliminary research and visited the site too conduct some field work there. In addition to the title data we were provided, we were able to pull additional tax assessment and map data which we used in conjunction with archival data we maintain in our office.

Based on our research, the current lot configuration, and the location of the record right of ways, in order to ascertain the appropriate lot boundaries, and therein the new subdivision boundaries, the survey field work will need to include the lots fronting on Ray Avenue and Stewart Street. This increases the overall scope of the work, but will provide a more accurate outcome.

We propose to prepare a major subdivision of Lot 1, Block 701, which will include initial field data collection. We will divide the site into seven

Borough Clerk
Borough of Ridgefield
May 24, 2019
Page-2-

smaller lots and will prepare the necessary metes and bounds descriptions for each of the newly created lots. These new lot configurations will be based on the Borough's criteria. After the lot configurations are confirmed we will set appropriate boundary markers/monuments in accordance with New Jersey State Statutes and Administrative Codes. Deliverables will include PDF and .dwg files and a total of 20 sealed prints.

Our fee to conduct the survey and prepare the major subdivision will be \$9,450, which we would invoice at the time of delivery of the initial survey prints. As also requested in the Request for Proposal, the additional charge for Joseph T. Caulfield, PLS, the surveyor who would perform this work, to appear before the Planning Board in connection with the subdivision application, and for miscellaneous work, would be billed at \$190 per hour.

If you wish us to proceed, we will need written authorization and any purchase order required by the Borough. In addition we will need any title data you may have. We estimate completion at 2-3 weeks, and could look to commence work immediately. We are happy to provide the Borough all of our firm insurance coverage information, if requested.

We are a third generation family surveying firm and have been in continuous operation since 1933. You can view additional details of our firm background and CVs of the principals on our web site at www.surveyornj.com.

We appreciate the opportunity to work with the Borough, and hope to be of service on this matter. Please call with any questions or comments.

Very truly yours,
CAULFIELD ASSOCIATES, LLP

By: 

Joseph T. Caulfield

JTC:je

Stephen F. Pellino, Esq.
Borough Attorney, via mail

Bennie Henderson
Two Rivers Title, via email

**REQUEST FOR PROPOSAL TO PERFORM SURVEYING
RELATED WORK IN CONNECTION WITH PROPOSED SUBDIVISION
OF BOROUGH OF RIDGEFIELD LAND**

**TO: QUALIFIED SPECIAL PROJECTS ENGINEERS AND BOROUGH
ENGINEER TO THE BOROUGH OF RIDGEFIELD**

FROM: STEPHEN F. PELLINO, ESQ., BOROUGH ATTORNEY

The Mayor and Council is considering subdividing certain Borough owned property, being Lot 1 in Block 701, and is soliciting proposals from the Borough's Special Projects Engineers to provide surveying services in connection with this subdivision.

The property in question is somewhat trapezoidal in shape and having approximate dimensions according to the tax map of 430 feet by 94 feet by 49 feet by 282 feet, but bidders should ascertain the actual dimensions for themselves. The Mayor and Council seeks to subdivide this lot into seven (7) separate lots that would follow the lot lines of Lots 2,4,5,6,7,8,9,10 and 11 in Block 701.

The bidder's proposal should include a flat fee cost for surveying the property, the drawing of the subdivision map and the supplying of separate metes and bounds descriptions for each of the intended subdivided lots. In addition, the bidder should give an additional per meeting charge for appearing before the Planning Board in connection with the subdivision and an hourly rate for other miscellaneous work.

Sealed proposals should be submitted to the Borough Clerk no later than May 26, 2016 in an envelope marked "Proposal for Subdivision Services Related to Lot 1, Block 701."

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Penabad

RESOLUTION NO. 258-2019

BE IT RESOLVED, that the Mayor and Council appoints

KYLA BONAGUARO

as a part-time clerical employee for Fire Prevention at the hourly rate of \$11.00.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

Francis J. Elenio,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Jimenez

RESOLUTION NO. 259-2019

BE IT RESOLVED, that warrants totaling **\$2,513,483.52**
be drawn on the following accounts:

CURRENT	\$2,421,180.28
TRUST	\$69,390.78
CAPITAL	\$19,872.14
POOL	\$3,034.92
DOG LICENSE	\$5.40
 TOTAL	 \$2,513,483.52

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri,
Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting October 15, 2019

Presented by Councilman Castelli

RESOLUTION NO. 260-2019

WHEREAS, the Borough of Ridgefield has declared the western portions of Block 905 Lot 1, Block 906 Lot 1, and the paper Street, Virgil Avenue, the said portions of both Lots and paper street being collectively bounded on the north by Ray Avenue, on the west by Shaler Boulevard, the south by Slocum Avenue and on the east by Wolf Creek (hereinafter and collectively "Redevelopment Property"), as an area-in-need of redevelopment and has adopted a Redevelopment Plan, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et. seq.* ("Redevelopment Law"); and

WHEREAS, the said Redevelopment Plan is for the redevelopment of the designated redevelopment area with a new Municipal Complex (i.e, "Redevelopment Project"); and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-4c*, the Borough is "responsible for implementing redevelopment plans and carrying out redevelopment projects pursuant to *N.J.S.A. 40A:12A-8*" and the "municipality may execute these responsibilities directly..."; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-8*, "Upon the adoption of a Redevelopment Plan...the municipality may proceed with the clearance, re-planning, development and redevelopment of the area designated in that Plan"; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-8d*, "in order to carry out and effectuate the purposes of [the Redevelopment Law] and the terms of the Redevelopment Plan, the Borough may...clear any area owned and make site improvements essential to the preparation of the site for use in accordance with the Redevelopment Plan; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-22o*, the Borough is authorized to" make and enter into all contracts and agreements necessary or incidental to the performance of the duties authorized in [the Redevelopment Law]"; and

WHEREAS, heretofore the Borough contracted with Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (hereinafter "Matrix") in connection with the redevelopment site delineation as it relates to environmental constraints for redevelopment; and

WHEREAS, in order to further implement the development of the Redevelopment Project, the Borough has determined to enter into this Agreement with Matrix for certain, limited aspects of the Redevelopment Project; and

WHEREAS, the cost of the work identified in the proposed contract with Matrix is significantly below the cost estimate for that work as previously identified by the Borough Engineer, Maser Consulting; and

WHEREAS, the attached agreement with Matrix has been recommended by the Borough's consultants DMR Architects;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The attached agreement with Matrix New World Engineering, Land Surveying and Landscape Architecture, PC with the Amendment be and hereby is approved.
2. Consistent with Par. 3 of the Amendment to the contract, funds are certified as to Item I of the contract in the amount of \$40,850 from line item no. 04-2150-55-2353. As to Items 2 through 6 of the contract, these are subject to, and contingent upon, further certification as to the availability of funds.
3. The Mayor and the Borough Clerk be and hereby are authorized and directed to execute the attached agreement.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Penabad	X			
Shim	X			
Jimenez	X			
Kontolios	X			
Larkin				X
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Silvestri
Borough Clerk

REDEVELOPMENT AGREEMENT

BY AND BETWEEN

BOROUGH OF RIDGEFIELD

AND

**MATRIX NEWORLD ENGINEERING, LAND SURVEYING
AND LANDSCAPE ARCHITECTURE, PC**

FOR

**ENVIRONMENTAL REMEDIATION AND CERTAIN SITE WORK
IN CONNECTION WITH
THE BOROUGH OF RIDGEFIELD MUNICIPAL COMPLEX
REDEVELOPMENT PROJECT**

AT

**SHALER AVENUE, BOROUGH OF RIDGEFIELD
COUNTY OF BERGEN, NEW JERSEY**

Dated: October 5, 2019

THIS AGREEMENT (this "Agreement") dated this 5th day of October, 2019, by and between the Borough of Ridgefield, with offices located at Borough Hall, 604 Broad Avenue, Ridgefield, New Jersey (the "Borough") and Matrix New World Engineering, Land Surveying and Landscape Architecture, P.C. , with offices at 26 Columbia Turnpike, Florham Park, New Jersey (the "Redeveloper"). The Borough and the Redeveloper hereinafter shall collectively be referred to as the Parties.

WHEREAS, heretofore, the Borough has declared: (i) the western portions of Block 905 Lot 1, Block 906 Lot 1, and the paper Street, Virgil Avenue; the said portions of both Lots and paper street being collectively bounded on the north by Ray Avenue, on the west by Shaler Boulevard, the south by Slocum Avenue and on the east by Wolf Creek (hereinafter and collectively "Redevelopment Property"), as an area-in-need of redevelopment and has adopted a Redevelopment Plan, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Redevelopment Law"); and

WHEREAS, the said Redevelopment Plan is for the redevelopment of the designated redevelopment area with a new Municipal Complex (i.e., Redevelopment Project"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-4c, the Borough is "responsible for implementing redevelopment plans and carrying out redevelopment projects pursuant to N.J.S.A. 40A:12A-8" and the "municipality may execute these responsibilities directly . . ."; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8, "Upon the adoption of a Redevelopment Plan . . . the municipality may proceed with the clearance, re-planning, development and redevelopment of the area designated in that Plan;" and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8d, "in order to carry out and effectuate the purposes of [the Redevelopment Law] and the terms of the Redevelopment Plan, the Borough may . . . clear any area owned and make site improvements essential to the preparation of the site for use in accordance with the Redevelopment Plan; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-22o, the Borough is authorized to "make and enter into all contracts and agreements necessary or incidental to the performance of the duties authorized in [the Redevelopment Law]; and

WHEREAS, heretofore, the Borough contracted with Matrix NewWorld in connection with the redevelopment site delineation as it relates to environmental constraints for redevelopment; and

WHEREAS, in order to further implement the development of the Redevelopment Project, the Borough has determined to enter into this Agreement with the Redeveloper for certain, limited aspects of the Redevelopment Project.

NOW, THEREFORE, in consideration of the mutual promises, representations, covenants, and agreements contained herein and the undertakings of each party to the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

parties, intending to be legally bound hereby and bind their successor and assigns, do mutually promise, covenant and agree as follows:

I. SCOPE OF WORK

In commencing the redevelopment of the Redevelopment Property for the Redevelopment Project, Redeveloper shall perform the Work, principally classified as asbestos abatement, demolition, Site clearing and grading activities, set forth herein, directly or indirectly, at, on, and under the Redevelopment Property for the benefit of the Borough in order to prepare the said Property for the subsequent phases of redevelopment. The "Site" is the Redevelopment Property, excluding those portions of the above-referenced Property, which is located within the delineated Flood Hazard Area (FHA) boundary.

Redeveloper to provide complete environmental remediation and engineering services to support the proposed redevelopment of the above referenced Site. The Scope of Work addresses identified environmental conditions to allow for redevelopment of the Redevelopment Project in the most efficient manner possible. The Scope of Work also presents optional items to the Borough for completion redevelopment is complete to allow for closure of all known AOCs on the Site. The proposed soil and groundwater remedial activities will be completed in accordance with the Site Remediation Reform Act (SRRA), N.J.S.A. 58:10C-1 et seq., the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS), N.J.A.C. 7:26C, the Technical Requirements for Site Remediation (TRSR), N.J.A.C. 7:26E and applicable NJDEP Technical Guidance Documents. Oversight of these activities will be provided by the Matrix Licensed Site Remediation Professional (LSRP) of record.

.01 Scope of Work. The Scope of Work is for environmental remediation and engineering LSRP services associated with the Site. The services outlined are to be performed in accordance with applicable NJDEP regulations and guidance documents. The Site was owned by Great Bear Spring Company (GBS) from the 1920's until July 1975. Historic operations at GBS included the collection of spring water from a nearby, adjacent property, distillation, bottling and distribution. In July 1975, the parcels were purchased by the Borough. Several structures including a 6-bay garage and an automotive repair garage associated with historic GBS operations currently exist at the Site. The Site is currently vacant except for the Fire Operations Building (former automotive garage) and the 6-bay garage. Remnants of the former GBS building including the exterior concrete wall footings and the manufacturing buildings floor and foundation are still present.

A total of six areas of concern (AOC) were identified within the proposed redevelopment area based on the October 15, 2018 Environmental Overview and March 25, 2019 Phase II Environmental Investigation Findings reports completed by Maser Consulting, P.A. (Maser). Those AOCs included:

1. AOC-1 UST at Fire Operations Building (NJDEP Case No. 16-11-15-0933-42);
2. AOC-2 Former Auto Repair Operations;
3. AOC-3 Concrete Vault Adjacent to Slocum Avenue and Shaler Boulevard;
4. AOC-4 Various Fill Materials East of Vault;
5. AOC-7 Dumped Debris Behind DPW Garage; and

6. AOC-8 Community Garden

AOCs 5 and 6 are present on the lots but are located east of the FHA boundary and therefore outside of the boundary of the proposed redevelopment area. The NJDEP verified Flood Hazard Area (FHA) is associated with Wolf Creek and transects the Site from the north to south; east of the proposed redevelopment area (Figure 1). No activities associated with the proposed redevelopment, including remediation, will be conducted within the existing FHA.

Matrix will implement a program which will allow for the issuance of an AOC-specific Restricted Use, Limited Restricted Use or Unrestricted Use Response Action Outcome (RAO) for each AOC by the Matrix Licensed Site Remediation Professional (LSRP) of record. If the Borough determines at a future time to elect that AOCs outside of the proposed development area (i.e. east of the FHA boundary) should also achieve RAO status or if a site wide RAO is preferred, costs have been included at the conclusion of this proposal to address the investigation and remediation of any AOCs located outside of the proposed development area within the existing FHA.

In addition to the initial asbestos abatement, demolition, Site clearing and grading activities, Matrix will complete remedial activities at the six AOCs located within the proposed area of redevelopment. The following is a summary of the scope of Work to be performed by Redeveloper.

Project completion to be completed no later than 4 months following authorization to proceed. The Borough is responsible for leaving the contents from both buildings and disconnecting any and all utilities to the Site.

ITEM 1: MOBILIZATION

Mobilization will consist of the procurement of necessary specialty contractors, permit preparation and application, UST registration, SESC and NJDES submissions, asbestos abatement notifications, installation of a silt fence along the FHA line within the project limits and hay bales consistent with the SESC plan, and installation of up to 800 ft. of temporary chain-link fencing with wind screening secured with sand bags along Slocum Avenue, Shaler Boulevard and Ray Avenue.

The total area of disturbance during the proposed activities will be greater than 5,000 square feet, and; therefore, will require Soil Erosion and Sediment Control Plan (SESC) Certification from the Soil Conservation District (SCD). Matrix will prepare the SESC plans immediately after authorization for the proposed project. The SESC will address the latest standards. Matrix will submit the SESC set to the SCD along with the required application forms, plans and supporting documentation in accordance with the NJ Standards for Soil Erosion and Sediment Control.

ITEM 2: BUILDING DEMOLITION/ASBESTOS ABATEMENT/SUBSLAB FOUNDATION DEMOLITION / SITE CLEARING

Asbestos Abatement - Based upon the anticipated scope of work for this project (i.e. demolition), this project will be exempt from the regulatory requirements of N.J.A.C. 5:23-8 (Subchapter 8). Matrix has assumed an oversight period of up to one week assuming a ten-hour day for the technician to monitor the project and deliver samples to the laboratory. Matrix has included the cost for five samples plus two blank samples per day to be analyzed by Phase Contrast Microscopy using the NIOSH 7400 Method. Final clearance samples will be required for the exterior non-friable abatement prior to demolition of the existing buildings.

Upon completion of abatement, Matrix will prepare an Asbestos Abatement Summary Report documenting the asbestos abatement phase of the Project. The Asbestos Abatement Summary Report will include all air sampling results and field documentation during the time Matrix was on site. Matrix will submit one hard copy and one electronic copy to Mr. Raymond Ramirez, Borough of Ridgefield Administrator.

Demolition - Building demolition will occur after Matrix has completed abatement activities. Demolition debris will be loaded into roll off containers for offsite disposal. This includes asphalt from the western paved areas along Shaler Blvd. Building demolition materials will be disposed of as general construction debris. All concrete from foundations will be removed, crushed to the required size for disposal, placed in trucks and disposed of at an approved landfill. Concrete from the vaults, building foundation walls, and maintenance and garage pads will be removed, crushed to the required size for disposal, placed in trucks and recycled or disposed of at an approved landfill.

Clearing - All trees/brush west of the Flood Hazard/Riparian line will be removed except for the pine tree in the SW corner. All stumps will be removed.

ITEM 3: REMEDIATION

This task includes the removal and remediation of the underground storage tanks (USTs) at the Site as well as the remediation of impacted soils from the above-referenced AOCs to achieve compliance with the NJDEP's Impact to Groundwater Soil Remediation Standard (IGWSRS) for soil in the unsaturated zone and Residential Direct Contact Soil Remediation Standard (RDCSRS) for the saturated zone soils.

For the existing UST west of the Fire Operations Building, this item includes the costs for Matrix to prepare the NJDEP UST Notification of Intent to Close at least fourteen (14) days prior to implementation of closure activities. Following UST closure, Matrix will also prepare the UST Facility Certification Questionnaire to update the Site's registration information. Following NOI submittal, Matrix will coordinate and oversee the UST closure, removal, waste management and remedial soil excavation activities proposed at the subject Site. These activities will include, but not be limited to, concrete and asphalt removal; evacuation of UST, product piping; UST atmosphere neutralization; equipment removal and transport for offsite recycling or disposal.

Matrix will provide copies of the building permit; soil and liquid disposal documentation; tank disposal receipts; clean backfill bills of lading and certification; and associated analytical testing from the clean backfill source in their closure report. All excavated petroleum impacted material will be staged on plastic sheeting at a predetermined location pending waste characterization, transportation and disposal. Following UST closure activities, Matrix will complete soil remedial activities at each AOC within the proposed development area. Based on a review of previously collected soil analytical data collected by Maser and supplemental investigations conducted by Matrix, historic fill material (HFM) underlies the Site between 3 and 6 feet, below grade surface (ft, bgs). The HFM consists of brick, concrete and glass. For HFM, it is assumed that the development will act as the engineering control using NJDEP presumptive remedy guidelines, as applicable. Upon the completion of the remedial action and site development a deed notice will be submitted (if necessary) and a remedial action permit (RAP) for soils will be obtained from NJDEP, if necessary. The cost for the reporting is Included in the 'Reporting' Scope hereinbelow.

Upon completion of soil remedial activities and post-excavation sampling within each AOC, each excavated area will be backfilled using certified clean backfill to proposed grade. This item also includes the costs to perform waste classification sampling in accordance with the receiving facility's acceptance criteria and disposal of approximately 1,050 tons of impacted soil. The total amount of soil to be disposed from all impacted AOCs is based on a conservative estimate. The actual quantity of material requiring treatment may differ based on field observations and/or laboratory analytical data.

Following UST removal and backfill, Matrix will install up to three wells to assess groundwater conditions. Wells will be sampled twice to determine if there are any post remediation groundwater issues which require additional monitoring or vapor controls. The wells will be abandoned following sampling to allow for the soil cut associated with redevelopment to be completed. All field sampling associated with this task will be performed by a New Jersey Certified laboratory. Sampling will be performed as required per Table 2-1 of the Technical Requirements for Site Remediation (TRSR). Post-excavation sampling will be performed in accordance with the Technical Guidance for Investigation of UST Systems.

For the benefit of the Borough, all work will be performed as part of this task will be performed on a time and materials basis and be billed on a monthly basis

ITEM 4: SITE DEVELOPMENT PREPARATION

To support site development, Matrix will perform a site cut (removal of soils required to support development) to eliminate the risk associated with change orders and unknowns during construction. Matrix has assumed excavation and offsite disposal of 4,300 tons of soil for the proposed building footprint will be required. The tonnages noted for excavation (cut) and disposal are conservative estimates using average soil weights and approximate excavation extents. All excavated soils from all AOCs will be stockpiled in accordance with the SESC plan requirements and segregated as necessary at a predetermined location at the Site. The load out of all trucks will occur from this location. In an effort to reduce soil disposal costs, soil generated during the cut of the building footprint will be utilized during rough grading to ensure depressions across the Site are minimized to the extent possible. The site will be generally left as rough grade to blend existing topography.

For the benefit of the Borough, all work will be performed as part of this task will be performed on a time and materials basis and be billed on a monthly basis

ITEM 5: ADDITIONAL INVESTIGATIONS AND/OR REMEDIATION (IF REQUIRED)

The following items are provided as contingent items. They are not required to support the proposed construction but are tasks for which Matrix recommends the Borough reserve.

- Remediation of AOC-6 (Former UST and Pump House) – This AOC is present within the existing FHA. Matrix recommends this item is investigated, remediated and closed out. The estimated cost for closing out this task is \$32,000.00
- Investigation of a purported release of oil to Wolf Creek – Matrix recommends this item is investigated, remediated as necessary and closed out. The estimated cost to investigate and close out this AOC is \$6,500.00.
- Groundwater Monitoring – Following site development, a groundwater sampling program may be required. This will be determined after installation of the three monitoring wells proposed in Item 3. If required, Matrix will implement a ground water monitoring program to evaluate the viability of a monitored natural attenuation (MNA) remedy for ground water. Up to a total of eight groundwater monitoring wells may be proposed to be installed across the Site by a New Jersey licensed drilling subcontractor to monitor for petroleum and non-petroleum (HFM) compounds previously detected in groundwater. Based on presumed groundwater flow direction from west to east across the Site, it is assumed that one monitoring well will need to be installed at an off-site upgradient location along Shaler Boulevard. In the event that the ground water monitoring shows that an MNA remedial action is not appropriate, additional ground water monitoring and active ground water treatment will be completed. The objective of the active treatment, if required, will be to decrease ground water concentrations to the point where an MNA remedial action can be approved by the LSRP. At this time, the data does not support a conclusion that active groundwater remediation will be required so no costs are presented for this item.

MNA monitoring, preparation of a Classification Exception Area (CEA) and on-going ground water obligations (including any required monitoring and reporting), and fees, for up to a 10-year period following issuance of the RAO for groundwater, are included in the cost. This item also includes the costs for a New Jersey licensed drilling contractor to properly abandon all monitoring wells located at the Site at the conclusion of the groundwater investigation. The estimated cost for this task is \$90,925.00.

ITEM 6: REPORTING

This item includes the costs for Matrix personnel to prepare and submit NJDEP compliant remedial phase documents to summarize the activities completed as part of the remedial action. Key document submittals will include a Remedial Action Workplan (RAW), Quality Assurance

Project Plan (QAPP), Health and Safety Plan (HASP), Soil Erosion and Sediment Control (SESC) Plan, Public Notification (i.e. posting of a sign). These documents will be completed and submitted to the appropriate regulatory agency prior as required per law. At the conclusion of remedial activities, a Remedial Investigation/Remediation Action (RI/RA) Report, (CEA) and Biennial Certification for groundwater, if required, will also be submitted to the NDJEP. Preparation of summary reports will include the tabulation of laboratory analytical data; generation of site plans and summary figures; and NJDEP Forms. NJDEP fees are included in this cost to include deed notice for up to 25 years and groundwater CEA for up to 10 years, if required. All work will be performed on a time and materials basis.

.02 Standard of Care. The Redeveloper shall perform all services in a good, skillful, and prompt manner, consistent with the level of skill and care ordinarily exercised by members of the profession, currently practicing under similar conditions at the same time and locality of the Redevelopment Project. The Redeveloper shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques necessary to carry out the Work.

II. SCOPE OF WORK ASSUMPTIONS

Matrix has reviewed and relied on reports and studies previously prepared by other third-party professionals in connection with the preparation of the Scope of Work. Any costs associated with any errors or omissions by those third-party professionals that prepared the previous work product relied on by Matrix in connection with the preparation of the Scope of Work are not part of Cost of Work.

1. Work can be completed Monday through Friday between 7am and 5pm.
2. Site restoration beyond backfilling, grading, and compaction of remedial excavation areas is not included.
4. Remediation of potential off-site sources is not included.
5. Costs assume all work to be completed in Level D-modified personal protection equipment.
6. This scope of work does not include supporting or replacing any utility lines during the Site work.
7. All reasonable effort will be made to save the evergreen tree located on-site in general area of AOC-4. If remedial activities dictate the removal of the tree, a similarly sized replacement tree will be planted at additional cost.
8. If a site-wide RAO is requested by the Borough, a Preliminary Assessment Report (PAR) will be completed for a cost of \$5,000.00.
9. Site security, beyond fencing is by others.
10. Matrix will handle all dust control requirements. Matrix has assumed a local hydrant with non-potable water supply will be made available for use by our crews in dust control. It is assumed no odor control is required.
11. Existing manholes on the property will not be modified. They will remain in place and at their existing elevations regardless of final rough grade for the site. Existing piping and/or connections to the manholes will be demolished, excavated, and disposed of with other construction waste if they are encountered at elevations within the anticipated excavation/grading.
12. Assumes no remediation of Wolf Creek required, just assessment.

13. Vapor Control costs associated with site development not provided.

III. ESTIMATED COST OF WORK

The Costs set forth hereinafter include all costs and expenses of Matrix as well as those of any and all sub-contractors retained by Matrix. Notice to proceed, in writing, is required before any Scope Item is initiated by Matrix, otherwise the Borough shall have no obligation for payment of any unauthorized Scope Item.

ITEM 1:	MOBILIZATION	\$ 40,850.00
ITEM 2	BUILDING DEMOLITION / ASBESTOS ABATEMENT/SUBSLAB FOUNDATION DEMOLITION / SITE CLEARING	\$292,940.00 (NTE-T&M)*
ITEM 3	REMEDIATION COST:	\$315,170.00 (NTE – T&M)*
ITEM 4:	SITE DEVELOPMENT PREPARATION	\$680,960.00 (NTE – T&M)*
ITEM 5:	ADDITIONAL INVESTIGATIONS AND/OR REMEDIATION (IF REQUIRED)	\$129,430.00**
	• Remediation of AOC-6 (Former UST and Pump House) – \$32,000.00	
	• Investigation of a purported release of oil to Wolf Creek – \$6,500.00.	
	• Groundwater Monitoring – \$90,925.00.	
ITEM 6:	REPORTING	<u>\$ 66,330.00</u>
	SUBTOTAL COST:	\$1,525,680.00
	10% CONTINGENCY:	<u>\$ 152,568.00</u>
	TOTAL ESTIMATED COST:	\$1,678,248.00

*Scope of Work Items will be performed on a Time and Material Basis. The Costs set forth hereinabove at Note to Exceed (NTE) costs. As related to Item 2, if the wood chips from the trees can be deposited on Borough owned property, elsewhere in the Borough, the Cost will be reduced by the wood chip disposal fee set forth in Exhibit A. As related to Item 3 and Item 4, the estimated soil to be removed and disposed off-site is 1,050 tons (Item 3) and 4,300 tons (Item 4). The Borough shall only be charged for the amount of tons disposed off site, based on the disposal costs set forth in Exhibit A.

IV. COSTS, PAYMENTS AND ACCOUNTING RECORDS

.01 Project Costs. All costs and expenses of implementing and completing the Scope of Work is included in the Estimated Cost as set forth in Section III hereinabove. Task Items 2, 3 and 4 shall be performed on a time and material basis pursuant to the labor rates and unit disposal costs set forth in Exhibit A.

.02 Progress Payments.

(a) Based upon written applications for payment submitted to the Architect and Borough by the Redeveloper, in the form reasonably acceptable to the Architect and Borough (each, an "**Application for Payment**"), the Borough shall make progress payments on account of the Estimated Cost to the Redeveloper as provided herein.

(b) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Provided that an Application for Payment is received by the Architect not later than the tenth (10th) day of a month, the Borough shall make payment of the amount certified to the Redeveloper not later than the twenty-fifth (25th) day of the next succeeding month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Borough not later than forty-five (45) days after the Architect receives the Application for Payment.

(c) With each Application for Payment, the Redeveloper shall submit certified payroll records with AA-202 workforce reports, trip tickets for disposal and / or receipted invoices or invoices with check vouchers attached, and any other evidence required by the Borough or Architect to demonstrate the Cost of Work based on the Time and Material Cost Items. Redeveloper shall also submit full and partial lien waivers for its subcontractors in a form acceptable to the Borough.

(d) Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Redeveloper on account of that portion of the Work and for which the Redeveloper has made payment or intends to make payment prior to the next Application for Payment by (b) the share of the Cost Estimate allocated to that portion of the Work.

(e) For each progress payment made prior to Completion of the Work, the Borough shall withhold two percent (2.00%), as retainage, from the payment otherwise due. Upon Completion of the Work, the Redeveloper may submit a final Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section

In taking action on the Redeveloper's Applications for Payment, the Borough and Architect shall each be entitled to rely on the accuracy and completeness of the information furnished by the Redeveloper, and such action shall not be deemed to be a representation that (1) the Borough or Architect have made a detailed examination, audit, or arithmetic verification, of the documentation submitted or other supporting data; (2) that the Borough or Architect have made exhaustive or continuous on-site inspections; or (3) that the Borough or Architect have made examinations to ascertain how or for what purposes the Redeveloper has used amounts previously paid on account of this Agreement. Such examinations, audits, and verifications, if required by the Borough, will be performed by the Borough's Chief Financial Officer or Borough auditors acting in the sole interest of the Borough.

(f) Except with the Borough's prior written approval, the Redeveloper shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

.03 Final Payment. (a) Final payment, constituting the entire unpaid balance of the Estimated Contract Sum, shall be made by the Borough to the Redeveloper when:

- (i) the Redeveloper has submitted a complete Final Payment Application;
- (ii) the Redeveloper has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- (ii) a final Certificate for Payment has been issued by the Architect in accordance with Section 5.03(d).

(b) The Borough's final payment to the Redeveloper shall be made no later than 30 days after the issuance of the final Certificate for Payment.

.04 Accounting Records. The Redeveloper shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Borough. The Redeveloper shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by Applicable Law.

V. CONSTRUCTION SCHEDULE

.01. The Construction Schedule shall control the Commencement of activities, phasing and Substantial Completion of the Project. The Parties agree and acknowledge that adherence to the Construction Schedule is of the essence, subject to the provisions of Section 5.08. Prior to commencing Work, the Redeveloper shall provide the Borough with a Construction Schedule, to be approved by the Borough. The Redeveloper shall have an affirmative obligation to provide the Borough with an updated schedule, if and when required. The Redeveloper shall use it

best efforts, subject to obtaining Governmental Approvals, to Commence activities no later than October 15, 2019 and complete site activities no later than February 28, 2020.

If Redeveloper fails to Substantially Complete construction of the Project or, if applicable, a milestone of the Project as identified in the Construction Schedule, in accordance with the Construction Schedule, then the Redeveloper shall be liable and shall pay to the Township a per diem amount of \$500.00 per work day for for each and every calendar day that the Redeveloper fails to Substantially Complete the Project. The Parties agree that the per diem amount owed to the Township for failure to Substantially Complete the Project or, if applicable, a milestone of the Project as identified in the Construction Schedule, is liquidated damages, not a penalty. The Township shall recover said damages by deducting the amount thereof out of any *monies* due or that may become due the Redeveloper, and if said monies are insufficient to cover said damages, then the Redeveloper or his surety shall pay the amount due.

.02 Upon final Completion of the Project in its entirety, the Borough shall, within thirty (30) days of the Architect's issuance of the final Certificate of Payment, issue a Certificate of Completion. The Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement, the Redevelopment Plan and Applicable Laws.

VI. SUBCONTRACTORS.

(a) Attached as Exhibit B is a list of all pre-approved subcontractors to be used by the Redeveloper on the Project. The addition, substitution or replacement of any approved subcontractors shall be subject to the prior written notice by Redeveloper to the Borough.

(b) Those portions of the Work that the Redeveloper does not customarily perform with the Redeveloper's own personnel shall be performed under subcontracts or other appropriate agreements with the Redeveloper. The Borough may designate specific persons from whom, or entities from which, the Redeveloper shall obtain bids. Any advice of the Project Manager or Architect, or approval or objection by the Borough, shall not relieve the Redeveloper of its responsibility to perform the Work in accordance with this Agreement. The Redeveloper shall not be required to contract with anyone to whom the Redeveloper has reasonable objection.

(c) Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement.

VII. PROJECT OVERSIGHT.

The Redeveloper shall submit to the Borough Progress Reports as required. The Parties shall fully cooperate with each other as necessary and desirable to accomplish the Project,

including entering into additional agreements that may be required; provided, however, that such actions shall not result in a material increase in the Borough's and the Redeveloper's respective obligations hereunder or material decrease in the Borough's and the Redeveloper's respective rights hereunder. Further, Redeveloper is required to cooperate and coordinate with such other vendors/contractors that may be hired by the Borough to provide various services in connection with the Redevelopment Project.

VIII. TERMINATION OR SUSPENSION

This Agreement may be terminated by the Borough for cause. If the Borough terminates this Agreement for cause, the amount, if any, to be paid to the Redeveloper shall be:

- (i) Cost of the Work incurred by the Redeveloper to the date of termination;
- (ii) Less the costs and damages incurred, or to be incurred by the Borough.

IX. EVENTS OF DEFAULT; REMEDIES; DISPUTE RESOLUTION

.01 Events of Default. Any one or more of the following shall constitute an event of default hereunder (each, an "Event of Default"):

(a) Failure of the Redeveloper or the Borough to observe and perform any covenant, condition, representation, warranty or agreement hereunder, and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting Party of written notice from the non-defaulting Party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the breach of any such covenant, condition or agreement is one which cannot be completely remedied within the thirty (30) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting Party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred twenty (120) days after such written notice.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper, under the bankruptcy code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper, or a

substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper or the Borough shall default in or violate its obligations in accordance with this Agreement or the Redevelopment Plan, and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the non-defaulting party to do so (provided that it shall not be an event of default if the party is proceeding with due diligence to remedy the same as soon as practicable).

.02 Remedies Upon Default; Termination. (a) Upon an Event of Default by the Borough which is continuing and remains uncured beyond any applicable notice and cure dates, the Redeveloper may take whatever action at law or in equity, as may appear necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. Further, the Redeveloper shall have the right to terminate this Agreement upon sixty (60) days written notice to the Borough.

(b) Upon an Event of Default by the Redeveloper which is continuing and remains uncured beyond applicable notice and cure dates, the Borough may terminate this Agreement and/or take whatever action at law or in equity, as may appear necessary or desirable to enforce the performance or observance of any rights under this Agreement, including an action for specific performance or damages. Further, the Borough shall have the right to terminate this Agreement upon sixty (60) days written notice to the Redeveloper.

.03 Remedies Cumulative. No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

.04 Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as the result of an Event of Default hereunder.

.05 Dispute Resolution. In the event of a dispute, the Architect shall be the Initial Decision maker and render a non-binding opinion. If the Parties cannot resolve the dispute, each reserves the right to resolve the dispute via a judicial proceeding venued in Bergen County. This Agreement and any disputes arising out of same shall be interpreted in accordance with the laws of the State of New Jersey.

X. INSURANCE, BONDS AND INDEMNIFICATION

.01 Redeveloper Requirements. The Redeveloper shall keep in force throughout the term of this Agreement, the following types of insurance from a company or companies acceptable to the Borough. All policies to be endorsed to make the Borough of

Ridgefield as well as DMR Architects, PC as well as their respective agents, servants, officers, directors, employees, shareholders, as additional insureds.

(a) Workers Compensation – Workers Compensation as per statutory requirements.

(b) Employers Liability: - \$1,000,000 Each Accident;
\$1,000,000 Disease; \$1,000,000 Each Employee

(c) Comprehensive General Liability – Minimum policy limits of \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate. Policy in Standard Form, to include the Occurrence Clause and must include Redevelopers protective liability coverage, completed operations and the Comprehensive General Liability Broadening Endorsement (Form GL0404) or equivalent. Certificate must confirm property damage liability coverage for explosion, collapse and underground damage, if work is subject to these hazards (XCU Coverage).

(d) Automobile Liability – Covering all owned, non-owned, and hired vehicles Minimum policy limit of \$1,000,000.00, combined single limit.

(e) Umbrella Liability - Minimum policy limit of \$5,000,000.00 per occurrence, \$5,000,000.00 annual aggregate.

(f) Contractor's Pollution-Professional Liability Limit: Not Less than \$3,000,000 per Claim / Aggregate

(g) Subcontractors – Any subcontractors retained by the Redeveloper must fully comply with the same insurance requirements applicable to the Redeveloper.

(h) Certificate(s) of Insurance – Prior to commencement of any site disturbance, the Redeveloper shall furnish all parties with the certificate(s) of insurance certifying that the coverages specified above are in effect. The certificate(s) of insurance shall contain a clause stating that the Borough is to be notified at least thirty (30) days prior to cancellation of/or material change to any insurance policies.

.02 Bonds. Redeveloper shall provide the following bonds prior to commencement of construction from bonding agents authorized to transact business in the State and having at least an A minus rating from A.M. Best & Company.

(a) Performance bond – The Redeveloper shall furnish to the Township a

performance bond acceptable to the Borough in a sum equal to one hundred percent (100%) of the amount of the Cost of Work Estimate, as a security for the faithful performance of the obligations provided in this Agreement. The performance bond shall be furnished by the Redeveloper within seven (7) days of receiving the notice to commence construction.

(b) Payment bond – The Redeveloper shall furnish to the Borough a payment bond acceptable to the Borough in a sum equal to one hundred percent (100%) of the Cost of Work Estimate, to assure for the payment of all persons performing labor or furnishing materials in connection with the completion of the Project. The payment bond shall be furnished by the Redeveloper within seven (7) days of receiving the notice to commence construction.

.03 Indemnification. To the fullest extent permitted by law, the Redeveloper shall indemnify, protect and save harmless the Borough, DMR Architects, as well as their respective agents, servants, officers, directors and employees, from and against any loss, damage, injury, cost or expense, including interest, attorney's fees and other expenses, and from and against any claim, demand, liability, judgment, action or other proceeding arising from, in connection with, or as a result of any of the following:

- (i) The negligent acts or omissions of the Redeveloper, its agents, officers, employees, subcontractors or any other person acting at the Redeveloper's request, subject to its direction, or on its behalf;
- (ii) The loss of life or property, or injury or damages to the person, body or property of any person or persons, whatsoever, that arises directly or indirectly from the negligent acts or omissions by the Redeveloper, its agents, officers, employees, subcontractors or any other person acting at the Redeveloper's request, subject to its direction, or on its behalf;
- (iii) Any gross negligence, default or breach of the Redeveloper, its agents, officers, employees, subcontractors or any other person acting at the Redeveloper's request, subject to its direction, or on its behalf;
- (iv) Violation of or non-compliance with Federal, State, local and municipal laws and regulations, ordinances (including without limitation Americans with Disabilities Act) arising from the performance or non-performance of, or arising out of conditions created or caused to be created by the Redeveloper, its agents, officers, employees, subcontractors or any other person acting at the Redeveloper's request, subject to its direction, or on its behalf;

The Redeveloper's indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Agreement. The Redeveloper agrees that the provisions of this indemnification clause shall in no way limit the Redeveloper's obligations under this Agreement, not preclude the Borough from taking any other actions available to it under any provisions of this Agreement or otherwise at law or equity.

.04 Risk of loss assumed by Redeveloper. Until Certification of Project Completion, the Redeveloper shall bear the risk of loss or damage to the Work and materials whether the Redeveloper has received payment for such. The redeveloper shall bear the risk of claims by third parties made against the Redeveloper, Borough or DMR Architects, on account of injuries (including wrongful death), loss, or damage of any kind whatsoever arising or alleged to arise out of or in connection with the performance of the Work.

XI. COMPLIANCE WITH LAWS

.01 **Prevailing Wage.** The Redeveloper shall observe and comply with all federal and State laws and local ordinances that affect those engaged or employed on the Project materials or equipment used, or the conduct of the work, including the New Jersey Prevailing Wage Act, N.J.S.A. 34:1B-5.1, Chapter 150, Laws of 1963.

.02 **Manning Reports.** The Redeveloper will be required to provide a Manning Report for the Project to the Borough and the Affirmative Action Office within the Department of the Treasury, State of New Jersey no later than three (3) days after the Redeveloper signs this Agreement.

.03 **Safety.** The Redeveloper shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project and for complying with the provisions of the N.J. Occupational Safety and Health Act of 1972 and the Construction Safety Code (N.J.A.C. 12:180-1 et seq.) and with all other applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

.04 **General Provisions.** The Redeveloper will be required to comply with the requirements of the Law Against Discrimination, P.L. 1975, Ch. 127, N.J.A.C. 10:5-31 et seq., the Affirmative Action Rules, N.J.A.C. 17:27-1.1 et seq., and the Americans with Disabilities Act of 1990, 42 U.S.C. 2101 et seq., the Business Registration Act, N.J.S.A. 52:32-44 et seq., and the Public Works Redeveloper Registration Act, N.J.S.A. 34:11-56.48. Respondents must at all times comply with all applicable obligations pursuant to the New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44-1 et seq., and any local or municipal restrictions adopted in accordance with said Act.

.05 **Sales Tax Exemption.** The Borough is exempt from New Jersey Sales and Use Taxes imposed by the Sales and Use Tax Act (N.J.S.A.54:32B-1 et seq.). The Borough will provide the Redeveloper with an Exempt Use Certificate within ten (10) days of the Effective Date.

.06 The Redeveloper shall be knowledgeable of the legal requirements applicable in the jurisdiction in which the Redevelopment Project is located and the Redeveloper agrees to comply with all applicable laws, regulations, codes, ordinances regardless of whether the Borough has furnished the Redeveloper with such information. The Redeveloper's compliance with applicable laws is mandatory and cannot be waived.

.07 The Redeveloper shall ensure that its payments to vendors and subcontractors and Subconsultants are made in compliance with the New Jersey Prompt payment Act, N.K.J.S.A. 2A:30A-1 and -2 and the provisions of N.J.S.A. 52:32-40 and N.J.S.A. 52:32-41, and all other applicable laws concerning prompt payment of Subcontractors and Subconsultants.

XII. MISCELLANEOUS

.01 **Conflict of Interest.** No member, official or employee of the Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement that is prohibited by law.

.02 **Modification of Agreement.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Redeveloper and the Borough.

.03 **Notices and Demands.** A notice, demand or other communication under this Agreement by any Party to the other shall be sufficiently given or delivered if dispatched by United States registered or certified mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the Parties at their respective addresses set forth hereinabove, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section. Notice shall be effective upon the earlier of receipt or refusal.

.04 **Severability.** The validity of any Articles, clause or provision of this Agreement shall not affect the validity of the remaining Articles, clauses or provisions hereof.

.05 **Successors Bound.** This Agreement shall be binding upon the respective Parties hereto and their successors and assigns.

.06 **Governing Law.** This Agreement shall be governed by and construed by the laws of the State.

.07 **Counterparts.** This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

.08 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

.09 **Review by Counsel.** This Agreement shall be construed and enforced in accordance with the laws of the State without regard to any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Redeveloper and the Borough have combined in their review and approval of same.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date written hereinabove.

Attest:

Borough of Ridgefield

By: _____

Name:

Title:

Attest:

Naisha Mendez



Matrix New World Engineering, Land
Surveying and Landscape Architecture, P.C.

By: *Jayne Warner*

Name: Jayne Warner

Title: President

Date: October 14, 2019

**AMENDMENT TO REDEVELOPMENT AGREEMENT
BY AND BETWEEN BOROUGH OF RIDGEFIELD
AND MATRIX NEW WORLD ENGINEERING, LAND SURVEYING
AND LANDSCAPE ARCHITECTURE, PC FOR ENVIRONMENTAL
REMEDATION AND CERTAIN SITE WORK IN CONNECTION WITH
THE BOROUGH OF RIDGEFIELD MUNICIPAL COMPLEX
REDEVELOPMENT PROJECT AT SHALER BOULEVARD,
BOROUGH OF RIDGEFIELD,
COUNTY OF BERGEN, NEW JERSEY**

The main body of the above-referenced Redevelopment Agreement is hereby amended as follows:

1. Paragraph IX .02(a) be and hereby is amended by removing the words "for specific performance or".

2. Paragraph X .02(a) be and hereby is amended by replacing the words "one hundred percent (100%) to read "one hundred twenty percent (120%)".

3. The parties recognize and agree that Items 1 through 6 in the Redevelopment Agreement are severable and that the Borough anticipates that initially it will be able to certify the availability of funds as to Item 1: Mobilization only, and that the Borough's obligation to proceed under the balance of the agreement is subject to further certification of the availability of funds to cover the costs of the additional contract items.

4. In all other respects, the terms and conditions of the main body of the Redevelopment Agreement are ratified and affirmed.

IT WITNESS WHEREOF, the Parties have duly executed this Amendment to Redevelopment Agreement as of the date written below.

Attest:

Date:

BOROUGH OF RIDGEFIELD

By: _____

Name:

Title:

Attest:

Date:

MATRIX NEW WORLD ENGINEERING,
LAND SURVEYING AND LANDSCAPE
ARCHITECTURE, P.C.

By: _____

Name:

Title:

Janne Warne
President

